

EXHIBIT A

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February 27, 2020

via Federal Express

General Counsel
Infoweise Pty. Ltd.
3/30 Cowper Street
Parramatta
New South Wales, Australia 2150

Copy to:
Mark A. Wright
McLane, Graf, Raulerson & Middleton
900 Elm Street
P.O. Box 326
Manchester, New Hampshire 03105

Re: Introduction to Kajeet, Inc. and Invitation to Discuss Patent Licensing

Dear Sir or Ma'am:

The purpose of this correspondence is to apprise you of Kajeet, Inc. ("Kajeet"), its patent portfolio, and its claims of patent infringement against your company in connection with your making, using, and/or selling the SecureTeen Premium and Premium Plus mobile application products and services. These products and services are usable on Android, iOS, and Windows devices. We invite you to review the materials presented herein and to let us know when you are available to discuss Kajeet's claims and resolution thereof in further detail within the next thirty (30) days.

Kajeet¹ is a technology company founded in 2003 by three fathers, including its CEO Daniel Neal. Mr. Neal recognized an emerging problem faced by parents and employers caused by the rapid immersion of mobile communications devices throughout society in the early 2000s. He understood that unfettered use of such devices by children and employees could result in a host of undesirable consequences with which parents and employers were unequipped to deal. From the outset, therefore, Kajeet's efforts and ingenuity have been dedicated to realizing its vision of safe, controlled use of mobile phones and other communications devices by children and others,

¹ <https://www.kajeet.net>

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regardless of whether the device was being used at home, school, work, or elsewhere. Kajeet has grown from a small start-up to a successful company with over two hundred employees. It has developed and sells several commercial products through each of its Kajeet, Arterra, and Otarris brands and has strong relationships with other industry leaders.

Along the way, Kajeet dedicated significant financial resources to protecting its many innovative systems and solutions. Kajeet now owns a broad, foundational, and growing patent portfolio comprising thirty-five (35) issued U.S. patents along with several pending continuation applications (collectively, “the Kajeet Patents”). The Kajeet Patents include nearly a thousand separate claims addressed to systems and methods implementing feature management (i.e., parental controls), mobile device management, shared data plans, and other innovative solutions. The Kajeet Patents represent a continuous and ongoing investment by Kajeet totaling millions of dollars.

Over the past few years, Kajeet has begun licensing the Kajeet Patents to others within the Parental Controls Market who make, use, and/or sell products and services that practice the inventions claimed in the Kajeet Patents. Kajeet has built a team comprising experienced litigation counsel² and licensing consultants³ to drive Kajeet’s licensing campaign and now has six licensees, each of which sell products and services effectuating feature management of communication devices.

Some of these licenses were entered amicably pursuant to candid business discussions between the licensees and Kajeet’s representatives. We hope you will appreciate that Kajeet strongly prefers this path for resolving its infringement claims. To that end, Kajeet has instructed us to identify and contact those offering products and services that infringe Kajeet Patents claims in order to begin a licensing dialogue with the aim of reaching a fair and reasonable resolution. For those willing to engage in confidential licensing discussions under a non-disclosure agreement, Kajeet has provided a claim chart demonstrating infringement as well as a draft licensing agreement. For those willing to participate in a mutual exchange of relevant financial information, Kajeet has responded in kind and gladly discussed the details of its licensing model, which Kajeet has consistently applied and which is premised on the use of objective data to arrive at fair licensing terms. Again, this is Kajeet’s strongly preferred method of doing business.

Unfortunately, others have opted to ignore Kajeet’s letters or unnecessarily and insincerely prolong discussions rather than work to promptly resolve Kajeet’s claims. In such instances,

² <https://www.fsclaw.com/>

³ <https://www.patentmon.com>

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Kajeet was forced to protect its valuable patent rights through litigation.⁴ Kajeet has successfully resolved these matters while obtaining favorable rulings on claim construction and patent eligibility along the way.⁵ Kajeet has demonstrated both its willingness to litigate its claims and its effectiveness in doing so several times over. Kajeet will not hesitate to take this course of action again if it is given no choice.

We hope you give serious consideration to this invitation to promptly and amicably resolve Kajeet's claims. Your SecureTeen mobile application products and services infringe at least claims 1, 13, 22, and 27 of U.S. Patent No. 8,667,559. This contention represents an illustrative rather than exhaustive listing of Kajeet's infringement claims against Infowise Pty. Ltd. and is based upon Court rulings on how to properly construe the claims and the patent eligibility requirements found with respect to the patents in Kajeet's portfolio. A full listing identifying all of the Kajeet Patents is provided herewith.

Kajeet would like to further discuss its infringement claims against [your company] as well as a license to the Kajeet Patents. If you would like to do so, please execute and return the attached Non-Disclosure Agreement and provide some days you are available to participate in a teleconference within thirty (30) days of the date of this letter. Kajeet may then provide you with further information including one or more claim charts and a draft licensing agreement.

We look forward to hearing from you and to our cooperatively working toward a fair and reasonable resolution.

Sincerely,



Richard A. Wojcio, Jr.

Encl.

cc: Jon T. Suder [firm]
Michael T. Cooke [firm]
Corby R. Vowell [firm]

⁴ See, e.g., *Kajeet, Inc. v. Circle Media Labs, Inc.*, Case No. 8:18-cv-01312, filed in the Central District of California; *Kajeet, Inc. v. Liminex, Inc.*, Case No. 2:18-cv-00643, filed in the Central District of California; *Kajeet, Inc. v. Mobicip, LLC*, Case No. 2:18-cv-03899, filed in the Central District of California; and, *Kajeet, Inc. v. Qustodio, LLC*, Case No. 8:18-cv-01519, filed in the Central District of California.

⁵ See *Kajeet, Inc. v. Qustodio, LLC*, Case No. 8:18-cv-01519-JAK-PLA, at Dkt. No. 140.

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